

General Terms & Conditions



Designer | Wallart | Product design | Customized High-end Wallhangings

(Version August 2019)

Milla Novo is a Dutch proprietorship. You can find Milla Novo in the business register of “Chamber of Commerce”, number 68407181.

Milla Novo works with General Terms & Conditions. Milla Novo can send the General Terms & Conditions on request.

The costumers Milla Novo works with, are both consumers (B2C) and entrepreneurs (B2B). This is always clearly indicated below.

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1. Definitions

- a. Offer: the legal act, both verbal and signed, that will lead to an agreement (like meant in article 6:217 Dutch Civil Code).
- b. Cancellation: all forms of ending the agreement.
- c. Distance agreement: the agreement - literally on a distance – of selling products or services (like selling via telephone or digital options);
- d. Client: the buyer, both consumers and entrepreneurs (natural or legal person) with whom Milla Novo concludes the agreement.
- e. Day: calendar day;
- f. Quotation: every offer of Milla Novo to the client, in response to a request to execute an assignment.
- g. Order: the product or service Milla Novo delivers.
- h. Agreement: the quote/confirmation, also verbal and signed, between Milla Novo and the client in which is described which product Milla Novo at what price and under what conditions will perform work.

- i. Force majeure: in addition to what is understood by force majeure in law and jurisprudence, this includes all external causes, foreseen or unforeseen, over which Milla Novo can't exercise any influence and as a result of which Milla Novo is unable to fulfill its obligations. This includes also strikes in the company of Milla Novo or of third parties and illness of Milla Novo or of any employees who are charged with the execution of the assignment. Milla Novo also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after Milla Novo should have fulfilled its obligation.
- j. Parties: Milla Novo and the client together.
- k. Writings: All communication between Milla Novo and businesses both electronically, via social media or otherwise.

2. General conditions

1. The product Milla Novo offers is designing and delivering customized high-end wallhangings for both consumers and entrepreneurs.
2. These conditions govern all offers, quotations, orders and agreements between Milla Novo and businesses.
3. These conditions apply to any follow-up orders.
4. Conditions of the client are explicitly rejected.
5. The client declares that he has read the General Terms and Conditions in the following ways and that he agrees with these terms and conditions:
 - a. By signing a quote or agreement; or
 - b. A written or verbally approved order confirmation;
 - c. A telephone order confirmation;
 - d. An order confirmation via email.
6. When client has approved the order confirmation verbally or by telephone, Milla Novo always refers to the (online) location of these conditions and can also be sent on request.
7. The following article sections apply on every offer, quotation, agreement between Milla Novo and client, to the extent that there is no deviation in writing.
8. If there is any uncertainty about the interpretation of one or more articles of article sections of these conditions, then the explanation must take place in order what Milla Novo has meant.
9. These conditions will always apply, when one or more articles or article sections at some moment:
 - a. Have been declared wholly or partially invalid,
 - b. Be invalid, or
 - c. Would be annulated/voided.
10. Parties will consult each other to agree new provisions to replace the invalid or annulated/voided ones. The aim and scope of the original provisions are taken as the starting point as much as possible.

3. Confirmation of the Agreement

1. The agreement is concluded after (written or verbal) acceptance by the client of the offer from Milla Novo, including these General Terms and Conditions. An automatically generated confirmation of receipt doesn't count as such confirmation. Milla Novo has the right to refuse such an order.
2. Until the date of conclusion of the agreement, the client can't derive any rights from statements, conversations, statements made, promises, etc. in the broadest sense of the word.
3. The offer of the assignment indicates as clearly as possible what the scope and content of the assignment is concerned, what its duration is and what the requested reimbursement is.
4. Milla Novo can't be held to its quotes or offers if it contains an obvious mistake or error.

5. All offers and quotations by Milla Novo are entirely without obligation, unless a period of acceptance has been set.
6. Milla Novo has the right to implement price changes at any time as a result of an increase in the consumer price index, as determined by Statistics Netherlands, or for legal reasons.
7. The prices stated in the quotation or offer are exclusive of VAT for entrepreneurs and including VAT for consumers, unless stated otherwise.
8. All communicated rates don't include shipping costs, travel costs or other taxes and fees.
9. If the acceptance by the client deviates in parts from the offer included in the quotation, then Milla Novo isn't bound by it. The agreement will then not be concluded, unless Milla Novo indicates otherwise.
10. Offers and rates don't automatically apply to future assignments.
11. The client is responsible for the accuracy and completeness of the information provided by or on behalf of her to Milla Novo, on which the offer is based.
12. If after the conclusion of the agreement the prices of raw materials, wages, import duties, taxes or other external costs (whether or not as a result of currency changes) increase, Milla Novo has the right to adjust the purchase price to this increase. Milla Novo will inform the client of such a circumstance as soon as possible. The client being an entrepreneur then has the right to terminate the agreement within a period of eight (8) days, unless the increase is the result of a legal price increase. Consumers have the right to terminate the agreement, unless it is stipulated that the delivery will take place longer than three (3) months after the purchase, or the increase is the result of a legal circumstance.

4. Performance of the Agreement

1. Milla Novo will endeavor to execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Where applicable, the buyer is responsible for the timely and complete delivery of information that is necessary to be able to carry out the order. This is done both on its own initiative and at the request of Milla Novo.
3. Deviations in the (final) result compared to what has been agreed are no reason for:
 - a. disapproval,
 - b. discount,
 - c. compensation or
 - d. dissolution

of the agreement.

1. Milla Novo has the right to adjust or change the implementation of the agreement at any time if it deems this necessary or if the situation so requires. The agreed assignment is taken into account as much as possible.
2. If Milla Novo has to perform additional work, which was not known at the conclusion of the agreement, then it has the right - after consultation with the buyer - to charge the resulting additional costs.
3. The duration of the agreement starts with two months and more, depending on the assignment. The duration is always clearly communicated in advance.
4. The buyer is obliged to complete the planned agreement / agreements of the agreement (such as online, offline meetings) within the term.

5. Engagement of third parties

1. Milla Novo has the right to have certain work done by third parties (such as, for example, specialists, experts, trainers, advisers). Milla Novo has this right if a proper execution of the agreement requires this. The applicability of Article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
2. If Milla Novo engages third parties that influence the execution of the assignment, Milla Novo will communicate if necessary.

6. Right of withdrawal

1. This article only applies to consumers.
2. When purchasing a distance selling the client has the option to dissolve the agreement for 14 days without giving any reason. This period starts on the day after receipt of the confirmation of the order.
3. If the client wishes to make use of his right of withdrawal, he is obliged to inform Milla Novo within 14 days after receipt of the confirmation of the order.
4. The client must use the model form (Appendix 1).
5. If the client, after expiry of the periods referred to in paragraphs 2 and 3, hasn't indicated that he wishes to make use of his right of withdrawal, the purchase is a fact.

7. Force majeure

1. Milla Novo doesn't have to fulfill any obligation towards the client if it is prevented from doing so due to force majeure. This also applies to a circumstance that isn't due to fault, and that isn't for its account under the law, legal act or generally accepted views.
2. Milla Novo can, during the period that the force majeure continues, suspend the obligations from the agreement and / or be replaced by a third party. If the force majeure lasts longer than two (2) months, the parties can terminate the agreement without obligation to pay compensation.
3. If, at the time of force majeure, Milla Novo has partially fulfilled its obligations under the agreement or will be able to fulfill it, Milla Novo has the right to separately invoice the part already fulfilled (or the part to be fulfilled) if this is the case. The client is obliged to pay this invoice as if it were a separate agreement.
4. In the event of force majeure, Milla Novo will use reasonable endeavors to provide the client with an alternative solution if desired.

8. Terms of delivery and payment

1. The delivery time varies per order and will always be determined in consultation with the client.
2. An agreed delivery period is indicative and is never a deadline. This also does not mean that Milla Novo is in default.
3. If the delivery is delayed, Milla Novo will communicate this as soon as possible by e-mail.
4. If Milla Novo needs information from the client for the execution of the agreement, or if (partial) prepayment has been agreed, the delivery time will only start after the correct and complete information or prepayment has been received by Milla Novo.
5. Delivery takes place when the products have left the storage space of Milla Novo. The risk of the delivered products is transferred to the client at the time of delivery, regardless of what has been agreed between Milla Novo and the buyer regarding transport and insurance.

6. Milla Novo has the right to charge freight/shipping costs for the delivery.
7. If the client refuses the delivery, Milla Novo may charge the resulting costs to him. In addition, in that case Milla Novo has the right to terminate the agreement and also retains the right to claim full compensation.
8. Invoicing is sent digitally. If the client wishes to receive a copy by post (in writing), Milla Novo may charge an additional fee for this.
9. With a new assignment, Milla Novo will send a first (down payment) invoice of 50% in advance. The second invoice will be sent after delivery.
10. A payment period of 7 days after the invoice date applies without deduction, settlement or suspension, unless stated otherwise on the invoice.
11. If the payment term is exceeded, the buyer will be in default and will owe interest equal to the statutory interest, as it applies to business transactions resp. consumer transactions.
12. All costs incurred by Milla Novo, such as litigation costs and extrajudicial and judicial costs (including the costs of legal assistance, bailiffs and collection agencies incurred in connection with late payments, will be borne by the client. The extrajudicial costs are charged in accordance with the Dutch "Het Besluit Vergoeding voor Buitengerechtelijke Incassokosten". If the client is a consumer, then these collection costs will only be charged after a reminder in which the client is given a period of fourteen (14) days after the reminder to still settle the claim.
13. If the payment term is exceeded, Milla Novo also has the right to suspend the execution of the order or delivery of a product.
14. If the cases as described in the previous paragraphs occur, Milla Novo has the right to pass on the costs that suspension entails to the client.
15. In the event of non-compliance with the payment conditions, Milla Novo has the right to immediately stop or cancel the order. This doesn't relieve a client of his payment obligation.
16. Any objections to the amount of the invoice must be reported to Milla Novo immediately, but no later than within 14 days after shipment. These objections don't suspend the payment obligation.
17. For existing customers, Milla Novo may decide to deviate from the provisions of this article.

9.Retention of title (eigendomsvoorbehoud)

1. All products delivered remain the property of Milla Novo until the client has fulfilled all his obligations under the agreement.
2. If the client doesn't honour the existing commitments, or if there is a good reason to fear that the client will not fulfill his obligations, Milla Novo has the right to get the products delivered to the client or to third parties, who keep the item for the client back. In that case, the client must fully cooperate.

10.Intellectual and other property rights

1. The client expressly acknowledges that all intellectual and / or industrial property rights with regard to the products, materials and information made available to the client by Milla Novo including (the appearance of) samples, packaging, labels, labels, the design, composition and / or specifications of samples, products and semi-finished products, as well as technical and commercial know-how, models, techniques, samples and designs are held by Milla Novo, its suppliers or other entitled parties.
2. If and insofar as Milla Novo manufactures products on the basis of express instructions from the client, such as specifications, designs, sketches, models or designs supplied by the buyer, the client guarantees that no rights will be infringed on third parties. The client indemnifies Milla Novo against third-party claims in this regard and reimburses all costs incurred by Milla Novo in connection with these claims.

3. The client will arrange for or will taken care of Milla Novo's name on or near the result / work, if the result lends itself to it.
4. The client isn't permitted to make changes to the result / work without permission from Milla Novo.

11.Cancellation

1. Both Milla Novo and the buyer have the right to immediately dissolve the agreement in whole or in part, which means that all amounts due for Milla Novo become immediately due and payable, when;
 - a. a petition for bankruptcy;
 - b. (provisional) deferment of payment;
 - c. or debt restructuring,is submitted without any obligation on the part of Milla Novo to pay any compensation.
2. Paragraphs 3 to 4 only apply to client, being an entrepreneur. A consumer only has the right of withdrawal as stated in Article 6 and therefore has no other right to cancellation.
3. The only way cancellation is a fact, when Milla Novo has confirmed receipt of cancellation. The date of cancellation is the date of the postmark (when canceling by mail), or the date and time of confirming the cancellation by email.
4. The client has the right to cancel the order within 14 days. Milla Novo has the right to claim any compensation and cancellation costs when canceling the assignment. These consist of all costs incurred up to then, including down payment costs and the reasonable costs of loss in profit.
5. The conditions described in this article apply in all cases and all the reasons given, including in the event of illness or other force majeure on the part of the client.
6. Milla Novo has the right to cancel or reschedule an appointment because the agreement cannot be properly implemented or there is force majeure. Think explicitly of illness, disability, deaths within the family and friends.
7. Milla Novo is authorized to suspend the fulfillment of the obligations of an assignment or to dissolve the agreement, if:
 - a) the client does not, not fully or not timely fulfill the obligations arising from the agreement;
 - b) after the agreement has been concluded, Milla Novo learns of circumstances giving good reason to fear that the client will not fulfill its obligations;
 - c) if the client was asked at the conclusion of the agreement to provide security for the fulfillment of his obligations under the agreement and this security isn't provided or is insufficient;
 - d) or if the delay on the side of the client means that Milla Novo can no longer be expected to comply with the agreement under the originally agreed conditions.
8. Furthermore, Milla Novo is authorized to terminate the agreement if circumstances arise that fulfillment of the agreement is impossible. Or if circumstances arise that are of such a nature that Milla Novo cannot reasonably be expected to maintain the agreement unchanged.
9. If the buyer does not fulfill his obligations arising from the agreement and this non-compliance justifies termination, Milla Novo has the right to terminate the agreement immediately and with immediate effect without any obligation to pay any compensation or compensation, while the client, due to non-performance, compensation or compensation is required.
10. If Milla Novo is culpably inadequate in the performance of the agreement, this will not lead to a refund of the agreed price and / or compensation for damage, but Milla Novo will use reasonable endeavors to properly fulfill its obligations. Milla Novo will not charge any costs for this.

12. Liability

1. If Milla Novo is responsible, then the liability is limited to what is regulated in this article, unless the law requires otherwise.
2. If Milla Novo can be held liable, this doesn't include the following:
 - a. Errors or shortcomings of third parties engaged by or on behalf of Milla Novo;
 - b. For loss, theft or damage to personal belongings of the client;
 - c. Situations of force majeure;
 - d. Incorrect or incomplete information provided by the client;
 - e. By improper use of the delivered item(s) or by its use for a purpose other than that for which it is suitable according to objective standards (this also includes improper handling of the products and as a result damage to third parties);
 - f. Because Milla Novo started from incorrect or incomplete information provided by or on behalf of the client;
 - g. By third parties who are involved in the implementation of the agreement at the request or with the consent of the client;
 - h. Materials or services supplied by third parties at the request or with the consent of the customer; or
 - i. Misunderstandings, mutilations, delays or improper transmission of orders and communications as a result of the use of the internet or any other (electronic) means of communication; unless the law requires otherwise.
3. Only direct damage attributable to Milla Novo is eligible for compensation. Liability for indirect damage such as in any case but not exclusively consequential damage, lost profit, mutilated or lost data or materials, reduced yield is excluded. In the case of consumer purchases, this limitation does not extend beyond what is permitted under Section 7:24 (2) of the Dutch Civil Code.
4. The client indemnifies Milla Novo against claims from third parties who suffer damage in connection with the implementation of the agreement and whose cause is attributable to the client.
5. The client is liable towards Milla Novo for damage articulated by Milla Novo that is caused by a shortcoming attributable to the client.
6. If Milla Novo should be liable for any damage, then Milla Novo's liability is limited to a maximum of the invoice value of the assignment, or at least to that part of the assignment to which the liability relates.
7. Milla Novo's liability is also always limited to the amount that its (professional) liability insurer pays plus the deductible of Milla Novo.
8. Milla Novo is only liable to the client for direct damage attributable to Milla Novo. All other forms of damage, whatever they are called, consequential, personal injury and business damage, indirect damage etc. are excluded.
9. Milla Novo is only liable if the client demonstrates that the client has suffered damage through an attributable shortcoming (or an error).
10. Milla Novo's liability, including consequential damage, lost profit, lost savings, mutilated or lost data or materials, or damage due to business interruption, is excluded.
11. The limitations mentioned in this article don't apply:
 - if the damage is due to intent, deliberate recklessness or fault on the part of Milla Novo;
 - there is a product liability with regard to a consumer (within the meaning of Book 6, Title 3. Section 3 of the Dutch Civil Code).

13. Warranty and complaints

1. The products to be delivered by Milla Novo meet the usual requirements and standards that can reasonably be imposed on them at the time of delivery and for which they are intended for normal use. Warranty provisions of the suppliers and third parties - such as producers and importers - apply to the products Milla Novo delivers.
2. The client is required to check the delivered and received product(s) immediately. Any defects found or any complaints must be reported in writing within ten (10) days after delivery.
3. If the complaint is demonstrably grounded, Milla Novo will try to solve it properly.
4. If no defects or complaints are reported to Milla Novo within the stated period, then it is no longer possible to complain. Incorrect information provided by the client that leads to defects in the delivery is expressly not understood as "defects".
5. Complaints don't give the client the right to suspend or compensate payments.
6. Complaints about the delivered product can never be a reason for demanding a discount, compensation or termination of the Agreement.

14. Confidentiality and Privacy/GDPR

1. The parties are obliged to maintain the confidentiality of everything that has been discussed during or in the context of the performance of the assignment.
2. Information is considered confidential if this is communicated by the other party or if this results from the type of information.
3. The confidentiality doesn't apply if:
 - Milla Novo has the duty to disclose information based on the law or a binding decision of the court, a public authority or a government body;
 - The information becomes generally known;
 - Milla Novo acts for itself in legal proceedings where this information may be important;
4. Personal data that reach Milla Novo will be treated with diligence and confidentially. The data will only be used for the stated purpose and fundamentals. Milla Novo adheres to the applicable privacy legislation, in particular General Data Protection Regulation (GDPR).

15. Changed conditions

1. Milla Novo has the right to change or supplement these General Terms and Conditions at any time.
2. Therefore any changes to these General Terms and Conditions always apply.
3. The most current version of these conditions can always be found on the website of Milla Novo, www.millanovo.com.

16. Final act

1. There is a conflict if one of the parties states so.
2. The parties will first make every effort to resolve a conflict in mutual consultation. If the mutual consultation fails, the parties reserves the right to submit the conflict to court.
3. The court that has jurisdiction by law or the court in the district in which the Milla Novo its registered office has jurisdiction to hear and decide on any disputes between Milla Novo and the client, unless the law requires otherwise. Milla Novo reserves the right to submit a conflict to another competent court.

4. All agreements between Milla Novo and client are governed by Dutch law, even if client is a foreigner.
5. The Convention on the International Sale of Goods (CISG) has been excluded.

Appendix 1 Model form for Cancellation

(only complete and return this form if you wish to cancel the Agreement in 14 days after the closure of the Agreement)

To:

- [Name]
- [Address]
- [E-mail]

I/We(*) inform you hereby that I/we (*) want to cancel the Agreement

The order has been made on[Date] (*) / received on[Date](*)

-[Your Name(s)]
-[Your Address]

.....[Signature Date]

..... [Your Signature(s)]

(only when this form is submitted on paper)

(*) Delete what does not apply